



414 Nicollet Mall  
Minneapolis, Minnesota 55401

December 4, 2017

— VIA ELECTRONIC FILING —

Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101-2147

RE: PETITION FOR APPROVAL OF A MASTER UTILITY AGREEMENT  
WITH THE METROPOLITAN COUNCIL FOR THE  
SOUTHWEST LIGHT RAIL TRANSIT PROJECT  
DOCKET NO. E002/M-17-\_\_\_\_\_

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of a Master Utility Agreement with the Metropolitan Council for the removal and relocation of utility facilities in conjunction with the construction of the Southwest Light Rail Transit Project.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact Gail Baranko [gail.baranko@xcelenergy.com](mailto:gail.baranko@xcelenergy.com) or (612) 330-6935 if you have any questions regarding this filing.

Sincerely,

/s/

BRIA E. SHEA  
DIRECTOR, REGULATORY & STRATEGIC ANALYSIS

Enclosures

c: Service List

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY  
FOR APPROVAL OF A MASTER UTILITY  
AGREEMENT WITH THE METROPOLITAN  
COUNCIL FOR THE SOUTHWEST LIGHT  
RAIL TRANSIT PROJECT

DOCKET NO. E002/M-17-\_\_\_\_\_

**PETITION**

**INTRODUCTION**

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of a Master Utility Agreement (MUA) with the Metropolitan Council (Council) for the removal and relocation of utility facilities in conjunction with the construction of the Southwest Light Rail Transit Project (Project). This filing is submitted pursuant to Minn. Stat. § 216B.05.

The Council is designing and preparing to construct the Project, which will run from downtown Minneapolis through the cities of St. Louis Park, Hopkins, Minnetonka, and Eden Prairie. The Project requires that the Company remove and relocate its facilities that would conflict with the path of the Project. The Council will reimburse the Company for a portion of the costs (approximately \$3 million of the roughly estimated \$36 million in Company relocation work ) that will be necessary to remove and relocate our facilities and those reimbursable costs are addressed by the proposed MUA for which we request approval.

In most cases, when the Company receives a request from a customer to remove or install distribution facilities, the parties enter into one of two existing Statement of Work Requested agreements in our existing tariffs.<sup>1</sup> However, given the unique nature

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<sup>1</sup> Section 7, Sheets No. 52-53, Minnesota Electric Rate Book – MPUC No. 2 and Section 7, Sheet No. 53.1 – 53.3, Minnesota Electric Rate Book – MPUC No. 2

of this Project, and the substantial work to be performed by the Company, the Company's standard tariffs are not adequate to address the requirements associated with the Project. The proposed MUA addresses how the utility relocation work will be conducted and specifies terms for payments. A portion of the \$3 million of the Council's costs is anticipated to be received by the Council from the Federal Transit Administration (FTA). The FTA requires a written agreement between the Council and the Company to set forth the terms and conditions for the design, construction, and payment of any required utility work.

There will also be additional utility work that is not covered by this MUA, such as relocation of facilities in a public right-of-way. The Council is still in the planning stages of the project, and we will need to prepare detailed designs and determine the timing of our work in relation to the overall project schedule before we can have a more refined estimate of our expected costs. For context, our current estimate was prepared by extrapolating data from previous light rail project experience. Thus, we are unsure at this point how accurate the current estimate will be. However, we believe there may be a significant portion of the costs necessary to perform this work that will not be recovered from the Council. The Company is currently working to substitute or re-prioritize other projects to make room in our current capital budget and/or alternatives for potential cost recovery, though we acknowledge that these types of costs are the type of risk a utility takes when entering a multi-year settlement.

While we are still determining the total costs for the project and there are Project details still being worked out, we are bringing forward this Petition for approval now as there is work that can begin soon for which the MUA needs to be in place and this Petition supports Council's desire to get the Project underway as soon as possible.

We respectfully request that the Commission approve our proposed MUA with the Council for the Southwest Light Rail Project. The public interest supports the MUA because the Project itself is in the public interest and the MUA balances the need of the Council to have a detailed contract in order to receive federal funding while still providing reasonable protection to the Company and our customers.

## **I. SUMMARY OF FILING**

A one-paragraph summary is attached to this filing pursuant to Minn. R. 7829.1300, subp. 1.

## **II. SERVICE ON OTHER PARTIES**

Pursuant to Minn. R. 7829.1300, subp. 2, the Company has served a copy of this filing on the Office of the Attorney General – Antitrust and Utilities Division. A summary of the filing has been served on all parties on the enclosed service list.

## **III. GENERAL FILING INFORMATION**

Pursuant to Minn. R. 7829.1300, subp. 3, the Company provides the following information.

### **A. Name, Address, and Telephone Number of Utility**

Northern States Power Company, doing business as:  
Xcel Energy  
414 Nicollet Mall  
Minneapolis, MN 55401  
(612) 330-5500

### **B. Name, Address, and Telephone Number of Utility Attorney**

James Denniston  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 401 - 8<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 215-4656

### **C. Date of Filing**

The date of this filing is December 4, 2017.

### **D. Statute Controlling Schedule for Processing the Filing**

This Petition is submitted pursuant to Minn. Stat. § 216B.05, Subd. 2a. which requires Commission approval of any contracts between a public utility and one of its customers if the agreement contains customer-specific rates, terms or service conditions not already contained in the utility's approved tariffs. This statute does not impose a schedule controlling the processing of this filing. Commission Rules define this type of filing as a "Miscellaneous Filing" under Minn. R. Chapter 7829.0100, subp. 11 because no determination of Xcel Energy's general revenue requirement is necessary. Minn. R. 7829.1400, subp. 1 and 4 permit comments in response to a

miscellaneous filing to be filed within 30 days and reply comments to be filed within 10 days after the expiration of the comment period.

**E. Utility Employee Responsible for Filing**

Bria Shea, Director  
Regulatory and Strategic Analysis  
Xcel Energy  
414 Nicollet Mall, 401 – 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 330-6064

**IV. MISCELLANEOUS INFORMATION**

Pursuant to Minn. R. 7829.0700, the Company requests that the following persons be placed on the Commission’s official service list for this proceeding:

James Denniston  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 401 – 8<sup>th</sup> Floor  
Minneapolis, MN 55401  
[james.r.denniston@xcelenergy.com](mailto:james.r.denniston@xcelenergy.com)

Carl Cronin  
Regulatory Administrator  
Xcel Energy  
414 Nicollet Mall, 401 – 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
[regulatory.records@xcelenergy.com](mailto:regulatory.records@xcelenergy.com)

Any information requests in this proceeding should be submitted to Mr. Cronin at the Regulatory Records email address above.

**V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE**

There are no immediate impacts to Xcel Energy revenue. The capitalized costs of removing, relocating and installing utility facilities, off-set by Council reimbursement, will go into the Company’s cost of service in future rate cases.

After the work under the MUA is complete, and the Council completes its overall project and begins service on the Southwest Light Rail Line, it will receive service under the Light Rail Line Tariff (Section 5, Sheets 71-73).

**VI. DESCRIPTION AND PURPOSE OF FILING**

The Company seeks approval of the proposed MUA with the Council for the removal and relocation of the Company’s distribution facilities in order to accommodate the

construction of the Project. Please see Attachment A to this Petition for a copy of the proposed MUA.

This section of our Petition provides the following:

- Background Information
- Overview of Key Provisions
- Demonstration of Public Interest and Customer Protection

## **A. Background**

The Council is designing and preparing to construct the Project, which will run from downtown Minneapolis through the cities of St. Louis Park, Hopkins, Minnetonka, and Eden Prairie, and will interline with the METRO Green Line and connect to the METRO Blue Line at Target Field Station. Partial funding for the Project is provided by the FTA, which requires a written agreement among the Parties to set forth the terms and conditions for the design, construction, and payment of any required utility work. The Company owns and operates distribution facilities and related equipment within the boundaries of the Project.

The MUA only applies to utility work for the Project that is reimbursable directly by the Council. The Council shall reimburse the Company for the costs of the utility work where the Company owns a compensable real property interest. Reimbursement shall occur when existing facilities are located within NSP property, a Company easement, or public drainage or other utility easement.

Utility removal and relocation work is anticipated to begin in early to mid-2018 and take approximately three years to complete once it begins. The preliminary estimated cost for such work under the MUA is about \$3 million. In addition, the Company will incur additional costs for utility work not covered by this MUA, such as relocation of facilities in a public right-of-way or a facility Betterment.

## **B. Master Utility Agreement – Key Terms**

This MUA establishes a general framework for proceeding with utility work to be performed by the Company and reimbursed by the Council. Key provisions of this MUA are as follows:

### *1. Term*

This MUA will continue until December 31, 2021. Upon mutual written consent, this date may be extended by 12 month increments so that it ends no sooner than the date of the revenue operation of the Project.

In addition, the MUA provides that it shall not become effective until after the Commission issues a final written order approving it. In the event that the Commission's order requires changes to the terms or conditions in the MUA, then both Parties would need to agree to make such changes to the MUA before the MUA as revised by the Commission and signed by the Parties could become effective.

## *2. Project Parameters*

Each Statement of Work issued under this MUA will address the relocation of the Company facilities necessitated by the Project design.

Any work required to provide a source of power to the Project Traction Power Substations, Motor Control Centers, or the signals and communications is not subject to this MUA.

## *3. Statement of Work Parameters*

Work to be conducted under this MUA will be detailed in separate Statements of Work for discreet portions of the Project. The MUA has its own Statement of Work form for work performed under the MUA. The MUA and each Statement of Work issued in conjunction with the MUA is subject to the following:

- The Company shall approve all design work regarding its facilities, and shall be responsible for the quality control of all utility work,
- All pertinent jurisdictions (City, County, State, rail, etc.) need to approve any required permits,
- The Council will issue permits to the Company for any relocated facilities placed within the Council's right-of-way,
- The Company's approval of drawing and plans is limited to those that are the subject to a Statement of Work issued pursuant to the MUA, and
- The Company does not waive any rights under applicable law.

## *4. Cancellation*

The Council or the Company may terminate the MUA at any time, with or without cause, upon 30 calendar days written notice to the other party. Termination by either party does not relieve the other party for payment of costs incurred or liabilities arising out of the MUA prior to the termination.

## *5. Suspension for Insufficient Funding*

The Council may suspend the MUA if the Project funding sources do not provide all of the sufficient funds to pay for the utility work. In the event of a suspension, the Company will be entitled to payment for satisfactorily performed utility work.

## 6. *Real Property Interests*

The Company has the burden of proof to demonstrate ownership of property interests such as utility easements. The Council shall reimburse the Company for its costs of utility work where the Company owns a compensable real property interest subject to an executed Statement of Work.

If as a fundamental requirement for the Project, the Council needs to have the Company convey its right, title, and interest in specific property located within the permanent limits of the Project, the Parties shall negotiate a commercially reasonable agreement conveying this to the Council, including appropriate compensation to the Company.

## 7. *Coordination*

The Company and the Council will coordinate their efforts and cooperate with each other to take steps to help ensure that the Company performs utility work without disturbance to other Project work, minimizes delay and uncertainty, and eliminates excess cost.

## 8. *Betterments*

At the Council's discretion, the Company may be allowed to perform Betterment work if:

- It is compatible with the Project,
- It would not interfere with the Project schedule, and
- The cost of the Betterment work can be clearly distinguished from any utility work required for the Project.

The Company will be responsible for the cost of any Betterment, which must be itemized on the Statement of Work. Under the MUA, Betterment is defined as: "Any upgrade of a Utility Facility (e.g., increase in capacity) that is not attributable to the Project construction, and that NSP elects to perform for its sole benefit. Such an upgrade does not include a technological improvement if its cost is equal to or less than the cost of a 'like for like' replacement or relocation. Using new materials in order to comply with current standards when performing Utility Work is not considered a betterment."

## 9. *Deadlines, Delays and Damages*

The Company will not be liable for any delay or failure to meet any obligation in the MUA if that delay or failure is caused by Force Majeure and other event outlined in



Section X of the MUA. Any delay or failure due to such an event will not constitute default.

The Company shall be liable to the Council for actual damages suffered by the Council as a direct result of the Company's delay in the performance of any Utility Work or as a direct result of the Company's interference with the performance of Project work by other contractors, except where such delay or interference is caused by Force Majeure or other event outlined in Section X.

Notwithstanding this, the MUA also has certain limitation of remedies provisions similar to those approved by the Commission in *In the Matter of Xcel Energy's Supplemental Filing for Acceptance of Non-Standard Street Lighting Contract Form*, Docket No. E-002/M-07-359 ("Street Lighting Docket"). The form contract at issue in the Street Lighting Docket was for construction of Street Lighting facilities, including relocating Company facilities.

The MUA in Section XIII.A provides that:

*Warranties.* NSP shall perform the Utility Work under any Statement of Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. NSP shall repair, replace, or correct to Council's commercially reasonable satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of any Statement of Work. Acceptance of the work or payment by Council shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS MUA ARE SOLE AND EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**

Substantially similar language is in Section 15 of the Commission approved contract in the Street Lighting Docket.

The MUA in Section XIII.B provides that:

**IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NSP BE LIABLE TO COUNCIL AND ITS MEMBERS, AGENTS, AND EMPLOYEES, OR TO THE RAILROADS,**

**FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**

Substantially similar language is in Section 16 of the Commission approved contract in the Street Lighting Docket.

The MUA in Section XIII.C, provides in part that:

Except as described above in this Section XIII (D) [(relating to a cap on indemnity to the greater of amounts paid under insurance or the total dollar amount invoiced under a specific Statement of Work)], NSP's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or any Statement of Work, or from performance or breach thereof, shall in no case exceed the total dollar amount invoiced for the specific work as set forth in the Statement of Work (excluding Betterments) giving rise to the claim.

Substantially similar language is in Section 16 of the Commission approved contract in the Street Lighting Docket.

*10. Ownership, Operation, and Maintenance*

The Company will be the owner of the facilities it is required to install in conjunction with this Project, and will be solely responsible for operating and maintaining such facilities.

*11. Insurance*

The Company has agreed to provide the following types of insurance:

- Commercial General Liability
- Business Automobile Liability
- Workers' Compensation/Employers Liability

*12. Voluntary Compliance with Certain State Statutes*

Under the MUA, the Company certifies it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36, including Minn. R. 5000.3400 – 5000.3600 (addressing affirmative action). The Company also certifies that it has applied for or received an Equal Pay Certificate from the Minnesota Department of Human Rights pursuant to Minn. Stat. § 363A.44. The consequences for the Company's failure to implement its affirmative

action plan or failure to have in place an Equal Pay Certificate include possible termination of all or part of the MUA by the Council.

*13. Buy America Requirements*

To the extent applicable to the utility work, the Company agrees to comply with the requirements of Buy America. The Council will specify in each Statement of Work whether Buy America is applicable to that Statement of Work. When Buy America is applicable the Company will complete a Buy America Certification form, attached to the MUA as Exhibit C.

Buy America compliance and certification applies only to new equipment procured specifically for the Project. Buy America will not apply if FTA funding for the Project is lost or not obtained, and it is not applicable to property or products already owned by the Company.

*14. Dispute Resolution*

Dispute resolution provisions include the requirement for at least one face-to-face meeting following issuance of a dispute notice by a party. If the parties are unable to resolve the dispute, either party may proceed to a Minnesota court of competent jurisdiction.

**D. Public Interest and Ratepayer Impacts**

We believe the public interest supports our proposed MUA because the Project itself is in the public interest and the MUA balances the need of the Council to have a contract with more specific provisions than found in our tariffed Statements of Work while still providing reasonable protection to the Company aligned with pertinent provisions in the Commission approved contract for construction and relocation in the Street Lighting Docket.

**CONCLUSION**

We respectfully request that the Commission approve our proposed Master Utility Agreement with the Council for the Southwest Light Rail Transit Project. We believe the MUA serves the needs of our customer – the Council – and further advances this important Project.

Dated: December 4, 2017

Northern States Power Company

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY  
FOR APPROVAL OF A MASTER UTILITY  
AGREEMENT WITH THE METROPOLITAN  
COUNCIL FOR THE SOUTHWEST LIGHT  
RAIL TRANSIT PROJECT

DOCKET NO. E002/M-17-\_\_\_\_\_

**PETITION**

**SUMMARY OF FILING**

Please take notice that on December 4, 2017, Northern States Power Company, doing business as the Company, filed with the Minnesota Public Utilities Commission a Petition for approval of a Master Utility Agreement with the Metropolitan Council in conjunction with the construction of the Southwest Light Rail Transit Project.

SWLRT Project: 61001Met Council: 16M148

NSP: \_\_\_\_\_

**SOUTHWEST LIGHT RAIL TRANSIT PROJECT**  
**MASTER UTILITY AGREEMENT REGARDING RELOCATON BETWEEN**  
**THE METROPOLITAN COUNCIL AND NORTHERN STATES POWER COMPANY**

**THIS MASTER UTILITY AGREEMENT REGARDING RELOCATION (MUA)** is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Metropolitan Council (Council), a public corporation and political subdivision of the State of Minnesota, and Northern States Power Company, a Minnesota Corporation (NSP). The Council and NSP are each referred to as a Party, and together are the Parties.

**RECITALS**

1. The Council may acquire properties for transit purposes as set forth in Minnesota Statutes, section 473.129, subdivision 7, and 473.405, subdivision 3.
2. The Council is designing and constructing the Southwest Light Rail Transit line (Project). The Project will run from downtown Minneapolis through the cities of St. Louis Park, Hopkins, Minnetonka, and Eden Prairie, and will interline with the METRO Green Line and connect to the METRO Blue Line at Target Field Station.
3. The Project will run adjacent to freight or other rail operated by BNSF Railway (BNSF), Twin Cities & Western Railroad (TCWR) or the Hennepin County Regional Railroad Authority, collectively referred to herein as the "Railroads." As set forth in the letter dated March 20, 2017 from the Council to NSP, BNSF has authorized the Council to work directly with utility owners on the BNSF right of way to facilitate payments for Utility Work. The Council has developed this MUA to reimburse utility owners for design and relocation of utilities. The Council shall reimburse NSP for all costs related to any such NSP facility relocation where the work has been authorized under a Statement of Work.
4. The Federal Transit Administration (FTA) requires a written agreement among the Parties to set forth the terms and conditions for the design, construction, and payment of the Utility Work.

5. NSP owns and operates fixtures and related equipment (Facilities) inside the limits of the Project. The Project may affect the Facilities thereby causing Utility Work. Utility Work may include relocation, protection in place, removal, replacement, reinstallation, or modification of the Facilities. As part of any relocation, the installation of new or additional facilities may be needed subject to the Betterment provisions in this Agreement.
6. The MUA only applies to Utility Work for the Project that is authorized by a Statement of Work.

#### **I. Master Agreement**

This MUA establishes a general framework for processing the Utility Work to be performed by NSP and reimbursed by the Council. Each Statement of Work for the Project is for the performance of the Utility Work described in each Statement of Work, and is subject to the terms and conditions in this MUA. Section V describes the process for issuing the Statement of Work. In the event of a conflict between the terms of this MUA and a Statement of Work, the terms of the MUA shall govern.

- A. *Definitions:* The definitions in Exhibit A apply when they are used in the MUA or Statement of Work unless the context clearly indicates otherwise. The Parties expressly agree that Exhibits A, B, C and D are an integral part of this MUA.
- B. *Legal Authority:* The Parties each possess the legal authority to enter into this MUA and each Statement of Work and each has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, lawfully authorize its undersigned signatories to execute this MUA, and bind each Party to its terms, and with respect to each Statement of Work shall take all actions required to exercise that authority and bind the Party; provided, however, that this MUA shall not become effective until after the Minnesota Public Utilities Commission (“MPUC”) issues a final and non-appealable written order approving the MUA.
- C. *Term:* Subject to subsection F below, this MUA will continue until December 31, 2021. Upon mutual written consent of the Parties, this date may be extended by 12 month increments so that it ends no sooner than the date of revenue operation of the Project.

- D. *Project Parameters:* Each Statement of Work issued under this MUA relates to relocation of NSP Facilities necessitated by the Project design.
- E. *Statement of Work Parameters:* Each Statement of Work issued under this MUA is subject to the following, in addition to the other provisions in this MUA:
1. NSP is to be considered as a property owner, and not a contractor, of the Council. Nothing contained in this MUA nor any acts of the Parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the Parties.
  2. All pertinent jurisdictions (City, County, State, rail, etc.) need to approve needed permits, which NSP is required to obtain. However, if NSP is unable to timely obtain any such permit, then pertinent Utility Work will be delayed until such permit is obtained. NSP will exercise commercially reasonable efforts to obtain any such permit and notify the Council within 2 Working Days after it determines its efforts to obtain a permit have failed and cooperate with the Council in the Council's efforts to assist NSP in obtaining such permit. There is no penalty or cost to be assessed against NSP if its commercially reasonable efforts to obtain permits and cooperate with the Council in the Council's efforts to assist NSP in obtaining such permit have failed.
  3. The Council shall issue permits to NSP for any relocated Facilities placed within the Council's right of way, in the form of Exhibit D, and shall assist NSP in obtaining permits on other public rights of way.
  4. NSP's approval of drawings and plans is limited to drawings or plans that are the subject of a Statement of Work. NSP will not approve the drawings or plans for other parts of this Project where NSP will not be completing any relocation of Facilities.
  5. In the event NSP encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Utility Work under a Statement of Work, the discovery thereof shall constitute a cause beyond NSP's reasonable control and NSP shall have the right to cease or not commence the Utility Work until the area has been made safe. The Party responsible for ensuring the area has been made safe will be made on a case by case basis.
  6. The cost of the Utility Work is to be set forth under one or more separate Statement of Works.
  7. The Council will not commingle any payment under a given Statement of Work with any other payments to NSP or any of its affiliates.
  8. NSP does not waive any rights under applicable law.

- F. *Cancellation:* The Council or NSP may terminate this MUA or any Statement of Work at any time, with or without cause, on 30 Calendar Days written notice to the other Party. Termination by either Party does not relieve the other Party for payment of costs incurred or liabilities arising out of this MUA or a Statement of Work prior to the termination.
- G. *Suspension for Insufficient Funding:* The Council may suspend this MUA if the Project funding source(s) do not provide all of the sufficient funds to pay for the Utility Work. Whether sufficient funds exist will be determined by the Council in its sole discretion. In the event of a suspension, NSP will be entitled to payment for Utility Work performed in accordance with this MUA and the applicable Statement of Work.

## **II. Quality Management**

NSP will be responsible for the quality control of all Utility Work.

## **III. Real Property Interests**

- A. If NSP is requesting reimbursement for Utility Work because it owns a compensable property interest, NSP has the burden of proof to demonstrate ownership of property interests. NSP must provide the Council with documentation of its property interest in conjunction with the development of Statement of Works. Examples of locations where NSP may have compensable property interests include, but are not limited to, NSP owned property, NSP easements, and public drainage or other utility easements. The Council shall reimburse NSP for its costs of Utility Work where NSP owns a compensable real property interest that is subject to an executed Statement of Work.
- B. If as a fundamental requirement for the Project, the Council needs to have NSP convey its right, title, and interest in specific property located within the permanent limits of the Project, the Parties shall negotiate a commercially reasonable agreement conveying this to the Council, including appropriate compensation to NSP for conveying its property interests. A commercially reasonable conveyance document may accompany a Statement of Work. If the Facility is relocated within Council owned property, the Council will issue a



permit to NSP upon conveyance, substantially in the form of the attached Exhibit D.

#### IV. Coordination

NSP and the Council will coordinate their efforts and cooperate with each other so that NSP performs Utility Work using commercially reasonable efforts to minimize: 1.) disturbance to other Project Work, 2.) delay, 3.) uncertainty, and 4.) excess cost. Coordination will include the following.

A. *Coordination of Relocations:* The Council will use commercially reasonable efforts to minimize the Project's interference with existing NSP assets. When physical relocation of the Facilities is not reasonably avoidable, NSP will relocate those Facilities pursuant to a Statement of Work issued under this MUA. NSP must use commercially reasonable efforts to cooperate with the Council to identify any joint users of the Facilities and coordinate the Utility Work. For Facilities to be located on Council property, the Council will approve the location for the Facilities. In the event that Council subsequently determines it must again change the location of those Facilities, the Parties shall proceed with a separate Statement of Work.

NSP will complete underground installations within the proposed area before the Project Contractor begins its base Project Work operations when reasonably practicable. If NSP must perform its Utility Work concurrently with that of the Project Contractor, it must coordinate with the Project Contractor through the Council's Authorized Representative (CAR) so that all Utility Work is completed to the Council's reasonable satisfaction without unreasonable delays.

B. *Ongoing Coordination*

1. The Council, NSP, and the Project Contractor will meet as determined by the CAR, to review and coordinate time schedules and track Utility Work progress.
2. NSP will coordinate its operations with the Project Contractor's operations and notify the CAR before beginning and after completing each Statement of Work.

C. *Compliance with Pollution Control Requirements:* The Project Contractor will install pollution control measures according to the National Pollution Discharge Elimination

System permit (NPDES) and any other applicable laws and regulations. Pollution control measures include, among other things, silt fences, slope stabilization measures such as seed and mulch, and any other measures the CAR deems necessary to comply with the NPDES Permit and applicable laws and regulations. If NSP's Utility Work may affect such pollution control measures, restoration of the pollution control measures will be made on a case-by-case basis as determined in the Statement of Work.

## V. Statement of Work

NSP will commence Utility Work only after both Parties to this MUA have executed a Statement of Work and the Council has issued any necessary Utility Permits, and NSP has received from one or more other entities all other permits or approvals that are needed for the Utility Work.

The form for the Statement of Works is shown on Exhibit B.

### A. *Submission/Response/Execution:*

1. During the regular coordination meeting of the Parties, the Council will provide notice to NSP of the Utility Work and request a Statement of Work from NSP and provide sufficient detail to allow NSP to prepare a Statement of Work. During the regular coordination meeting of the Parties, the Council will notify NSP of 1.) all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities on Council right-of-way that it is aware of with respect to Utility Work that will be subject of a Statement of Work and 2.) any hazardous materials or hazardous situations that it is aware of with respect to Utility Work that will be subject to a Statement of Work.
2. NSP will review the request and respond with a draft Statement of Work to the Council within 14 Working Days following receipt of the request, unless a different deadline is agreed to in writing by the Parties. The draft Statement of Work will be accompanied by design and a construction cost estimate in sufficient detail to allow the Council to compare to its cost estimate.
3. Within 5 Working Days of receiving a draft Statement of Work, the Council will then sign the Statement of Work and send the Statement of Work with its signature to NSP.

4. If the Statement of Work is not acceptable to the Council, the Council will provide written notice to NSP and the Parties shall meet within 5 Working Days of the written notice to negotiate a mutually acceptable Statement of Work. The Council will then sign the Statement of Work to NSP.
  5. Within 5 Working Days after receipt of the signed Statement of Work, NSP shall counter-sign the Statement of Work and forward a copy to the Council along with an invoice for the required deposit.
  6. The Council will pay the invoice within thirty-five (35) days of receipt. Failure to timely pay the invoice for the deposit shall automatically cancel the Statement of Work, without further notice.
  7. The Utility Work will commence upon timely receipt by NSP of the required deposit.
- B. *Reimbursement/Payment:* Payment for Utility Work under a Statement of Work will follow the reimbursement process in the MUA. The Council's financial obligation, if any, will be limited to the Utility Work described in the Statement of Work.
- C. *Statement of Work Effective Date:* A Statement of Work and the obligations therein will be effective upon the Parties' execution of the Statement of Work and timely receipt by NSP of the required deposit.

## VI. Performance of the Utility Work

- A. All Utility Work must follow the:
1. Terms of the Statement of Work and this MUA;
  2. All applicable statutes and state or federal codes; and,
  3. BNSF utility accommodation policy for Utility Work on BNSF Property.
- B. *Permits:* NSP will be responsible for obtaining all necessary permits for Utility Work. These permits include those from local authorities with jurisdiction over the right of way used for Utility Work outside the Project limits. All Parties must cooperate in that process as needed. For Utility Work on BNSF Property, the NSP must obtain a permit from BNSF following BNSF's processes and procedures. Statement of Works for design do not require a BNSF permit, but the design must meet the BNSF utility accommodation policy. The Council will reimburse NSP for permit costs for Utility Work subject to a Statement of Work

where NSP has compensable property rights. However, if NSP is unable to timely obtain any such permit, then pertinent Utility Work will be delayed until such permit is obtained. NSP will exercise commercially reasonable efforts to obtain any such permit and notify the Council within 2 Working Days after it determines NSP's efforts to obtain a permit have failed and cooperate with the Council in the Council's efforts to assist NSP in obtaining such permit. There is no penalty or cost to be assessed against NSP if NSP's commercially reasonable efforts to obtain permits and cooperate with the Council in the Council's efforts to assist NSP in obtaining such permit have failed.

- C. *Information from Council:* The Council will provide NSP with accurate and complete information regarding the Project in order to permit NSP to successfully undertake and complete any Statement of Work. Except for information or documents properly designated as "Non-Public" as described in Section XVII.E below, NSP shall not be prohibited or restricted from disclosure or use of any information or documents it receives from the Council which is necessary for NSP to secure or maintain in effect any license or permit, or otherwise to complete any Statement of Work. Where Council information is incomplete or incorrect, resulting in delay or extra work, NSP will be entitled to recover the additional costs associated with this.

## **VII. Responsibility for Cost**

- A. *General:* The Parties will comply with all applicable State and Federal Laws.
- B. *Salvage:* When performing the Utility Work under a Statement of Work and the Council is responsible for its cost, NSP must give credit to the Council for the salvage value of that work in the applicable Statement of Work.
- C. *Betterments:* The Council is not responsible under this MUA for the cost of any Betterments to the Facilities of NSP.

## **VIII. Payment**

- A. *Maximum MUA Amount:* At the time of execution of this MUA, the specific details that will comprise each Statement of Work are currently unknown, but the estimated total costs for Utility Work under Statement(s) of Work to be issued pursuant to this MUA will not exceed Three Million and no/100 Dollars

(\$3,000,000.00). However, the Statement(s) of Work issued under this MUA, in the aggregate, will provide a more refined estimate. A Statement of Work will provide the reimbursable cost of the Utility Work at each location. The total cumulative costs of the Utility Work performed pursuant to this MUA and its subsequent Statement(s) of Work must not exceed this Maximum MUA Amount unless mutually agreed to by the Parties in writing.

B. *Reimbursement Requirements:* This MUA, along with the Statement(s) of Work, governs the payment for all Utility Work reimbursable under this MUA.

1. All plans, specifications, estimates, and billings that NSP submits to the Council to receive reimbursement must comply with:
  - a. the requirements in this MUA and Statement(s) of Work;
  - b. all applicable MnDOT requirements, including its special provisions, technical memoranda, Policy for Accommodation of Utilities on Highway right of way for all Utility Work performed on MnDOT right of way;
  - c. BNSF Railway Utility Accommodation Policy, for all Utility Work performed on BNSF Property;
  - d. Buy America requirements as applicable;
  - e. Minnesota statutes and rules; and
  - f. Federal statutes and regulations.
  
2. *Lump Sum Basis:* The Parties agree to use a lump sum amount for each Statement of Work, and the costs of the Utility Work shall be reimbursed on a lump sum basis according to each Statement of Work. Upon notice of completion of the Utility Work to the Council, NSP will invoice the Council for the amount authorized in the Statement of Work, less the deposit paid. The Council will make payment within 35 Calendar Days of receipt of the invoice. The lump sum amount constitutes payment in full for and acceptance of all Utility Work performed under a particular Statement of Work and for any and all damages, claims, or causes of action of any kind except as provided in Section XIII.A, but there are no third-party beneficiaries to this provision. This payment also constitutes payment in full for the conveyance documents, if applicable and if so described in the Statement of Work. However, NSP may request changes to a Statement of Work to provide a revised cost, or request additional supplemental Statement(s) of Work, which request will not be unreasonably withheld by the Council, where the costs under a Statement of Work have increased or are expected to increase due to one or more of the

following: (i) Force Majeure Event, (ii) inability to obtain or delays in obtaining permits, or inability to obtain or delays in obtaining permissions from third parties to enter property owned or controlled by such third parties, (iii) discovery of hazardous substances as provided in Section I.E.5, (iv) change in the location of the Facilities as provided in Section IV.A, (v) restoration of pollution control measures as provided in Section IV.C, (vi) other unforeseen events, or (vii) when compliance with federal Buy America requirements result in cost increases caused by (a) the acquisition of materials and equipment outside of NSP's typical supply chains; or (b) a shortage in materials and equipment provided in each case such delay arises after execution of a Statement of Work, and NSP did not solely cause the delay by failure to exercise reasonable diligence.

3. *Cost Estimates*: The cost estimate in support of the lump sum agreement must be accurate, comprehensive, verifiable, and in sufficient detail to give a clear picture of the Utility Work involved and the cost of the individual items. Signature by the Parties on each Statement of Work confers agreement that the Xcel Energy provided cost estimate is accurate, comprehensive, verifiable, and in sufficient detail to give a clear picture of the Utility Work involved and the cost of the individual items.

- C. *No Offsets*: The Utility Work performed under each Statement of Work will be treated as a separate job with separate billing. There will be no offsets between the amounts one Party owes the other, whether for the same Statement of Work or for different Statement of Works, except for the Betterment, salvage, and/or retirement value credits, or any combination thereof described in this MUA.

## **IX. Betterment**

- A. As the Council determines at its discretion, NSP may be allowed to perform Betterment work if:
  1. It is compatible with the Project Work;
  2. It would not interfere with the Project Schedule; and
  3. The cost of the Betterment work can be clearly distinguished from any Utility Work necessitated by the Project Work.

NSP will be responsible for the cost of any Betterments, which must be itemized on the Statement of Work.

**X. Scheduling**

NSP will complete any design, construction, and/or inspection of Utility Work according to the schedule established in this MUA and the applicable Statement of Work, subject to delays caused by the following : (i) Force Majeure Events, (ii) inability to obtain or delays in obtaining permits, or inability to obtain or delays in obtaining permissions from third parties to enter property owned or controlled by such third parties, when such delays are not caused by NSP (iii) discovery of hazardous substances as provided in Section I.E.5, (iv) change in the location of the Facilities as provided in Section IV.A, (v) restoration of pollution control measures as provided in Section IV.C, (vi) other events that NSP could not have reasonably controlled, foreseen, or avoided, and (vii) compliance with Buy America requirements. Buy America requirements, include without limitation (a) delays caused by the acquisition of materials and equipment outside of NSP's typical supply chains; and (b) delays caused by a shortage in materials and equipment provided in each case such delay arises after execution of a Statement of Work, and NSP did not solely cause the delay by failure to exercise reasonable diligence. NSP may request updates to the schedule in writing or email, which updates will not be unreasonably withheld by the Council. Any cost impact will be addressed in a revised Statement of Work or additional supplemental Statement(s) of Work.

**XI. Deadlines and Delays**

- A. NSP will not be liable for any delay or failure to meet any obligation in this MUA if that delay or failure is caused by the events outlined in Section X. Any delay or failure due to such an event will not constitute default.
- B. NSP shall be liable to the Council for actual damages suffered by the Council as a direct result of NSP's delay in the performance of any Utility Work or as a direct result of NSP's interference with the performance of Project Work by other contractors, except where such delay or interference is caused by the events outlined in Section X. NSP agrees to provide the Council notice of such events.
- C. In addition to, and without limiting any rights or remedies available under this MUA or otherwise, if NSP has elected to perform the Utility Work described in a Statement of Work and NSP fails to complete that Utility Work on or before the schedule established in the applicable Statement of Work, or if the Council

reasonable determines that NSP will be unable to timely complete such Utility Work, the Council shall, after providing NSP 14 Calendar Days to cure or provide a plan to cure, issue a Dispute Notice in accordance with Section XVII (H). If the Parties are unable to resolve the Dispute, the Council may proceed to court. NSP shall be responsible for damages to the Council in accordance with Section XI.A and B, and Section XIII, and subject to the limitations stated in Section XIII.

## **XII. NSP Ownership, Operation, and Maintenance**

- A. NSP will be the owner of the Facilities.
- B. NSP will be solely responsible for operating and maintaining its Facilities.
- C. Once the Utility Work is complete, NSP must maintain the Facilities at its own expense. NSP must follow the terms of any applicable permit when it performs any service or maintenance work.
- D. All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by NSP or NSP's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this MUA are instruments of service in respect of the MUA, and NSP shall retain all ownership and property interest therein, whether or not the Statement of Work is completed. Council may make and retain copies for information and reference in connection with the Statement of Work; provided, however, that it is understood and agreed that such documents are not intended to be re-used by Council or others on extensions of the Project or on any other project or any other purpose other than as expressly set forth in this MUA, and Council shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of NSP, which consent shall not be unreasonably withheld.
- E. Council shall acquire no right, title, or interest in any portion of the work performed by NSP or NSP's equipment or facilities. The work constructed and installed by NSP shall be and remain the personal property of NSP, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Council or any third party. Further, NSP may remove, repair and replace the work and its component system and equipment at any time without notice in NSP's sole and absolute discretion.



### **XIII. Warranties/Insurance**

- A. *Warranties.* NSP shall perform the Utility Work under any Statement of Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. NSP shall repair, replace, or correct to Council's commercially reasonable satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of any Statement of Work. Acceptance of the work or payment by Council shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS MUA ARE SOLE AND EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
- B. *Limitation of Remedies.* **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NSP BE LIABLE TO COUNCIL AND ITS MEMBERS, AGENTS, AND EMPLOYEES, OR TO THE RAILROADS, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**
- C. *Indemnification.* Subject to the provision of XIII (B) and (D), NSP shall indemnify, defend, and hold harmless the Council and its directors, officers, and employees from and against claims, demands, lawsuits, and other proceedings brought by a third party, to the extent caused by the negligence, gross negligence or willful misconduct of NSP or its directors, officers, employees, contractors, subcontractors or agents in the performance of this MUA or any Statements of Work. NSP does not assume any responsibility for the adequacy, safety or satisfactory performance of Council's facilities or the Project. Council shall, to the fullest extent permitted by law, indemnify, defend and hold harmless NSP and its officers, directors, agents, employees, and representatives, from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the negligence, gross negligence or

willful misconduct of the Council, or its directors, officers, employees, contractors, subcontractors or agents.

- D. *Limitation of Liability.* The indemnification requirement of NSP in Section XIII (C) shall not extend to any claims or expenses, losses, damages, or lawsuits for damages arising out of any interruptions or disturbances in electric service and shall not exceed the greater of (i) the amount of insurance proceeds paid under the policy required in Section XIII.E, or (ii) the total dollar amount invoiced for the specific work as set forth in the Statement of Work giving rise to the indemnified claim. The Parties agree, however, that the value of any Betterment described in Section IX of this MUA shall not be included in the dollar amount determined under clause (ii) of this paragraph. In no event shall NSP be liable for any claims or expenses, losses, damages, or lawsuits for damages arising out of any interruptions or disturbances in electric service. Except as described above in this Section XIII (D), NSP's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or any Statement of Work, or from performance or breach thereof, shall in no case exceed the total dollar amount invoiced for the specific work as set forth in the Statement of Work (excluding Betterments) giving rise to the claim.
- E. *Commercial General Liability (CGL):* NSP shall procure and maintain CGL insurance on an occurrence form basis, ISO CG 00 01 or equivalent, providing coverage for, but not limited to, liability arising from premises, operations, pollution, independent contractors, products-completed operations, personal injury and advertising injury, and contractual liability assumed under this contract, including contractual liability for any work within 50' of a Railroad (ISO CG 24 17, or equivalent). Limits of insurance shall not be less than \$2,000,000 per occurrence. If the policy contains an annual aggregate, then it shall apply separately to this project. The Council and Railroads shall be listed as Additional Insureds, on a primary and non-contributory basis, utilizing CG 20 26 04 13 and CG 20 37 04 13, or their equivalent.
- F. *Business Automobile Liability:* NSP shall procure and maintain Business Auto insurance, ISO CA 00 01, 1997 or later edition, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased. Limits shall not be less than \$1,000,000 each Accident.
- G. *Workers' Compensation/Employers Liability:* Each Party shall procure and maintain Workers' Compensation pursuant to statute and Employer's Liability

with a limit not less than \$500,000 each person per accident, \$500,000 each employee by disease, and \$500,000 all employees by disease.

- H. NSP shall, and shall cause its insures to, waive all rights of subrogation, contribution, and recovery that may exist against the Council, Railroads, and their respective members, agents, and employees, for losses arising out of the performance of this MUA. Any deductible or retention on any policy shall be the sole responsibility of NSP.

#### **XIV. Requirements for Project Funded Work**

- A. *Records-Keeping*: Consistent with Section XV.A, NSP shall maintain books, records, documents, and other evidence directly pertinent to performance of the Utility Work in accordance with generally accepted accounting principles and practices, including payrolls, time records, invoices, receipts, and vouchers. NSP shall also maintain the financial information and data used in preparation or support of the cost submission for any negotiated MUA or Statement of Work amendment and provide printed or copied documentation to the Council as requested. These books, records, documents, and data shall be retained for at least six (6) years after the term of the MUA, except in the event of litigation or settlement of claims arising from the performance of this MUA, in which case NSP agrees to maintain them until the Council and any of its duly authorized representatives have disposed of the litigation or claims. The provisions of this section shall survive termination of this MUA.
- B. *Audits*: Due to the scope of the Project, the expectation that the Statement of Works subject to this MUA may total up to \$3 million, and that a portion of the funds that will be used to fund the Project are anticipated to be received from the Federal Transit Administration, the books, records, documents, and accounting procedures and practices of NSP that are relevant to the Statement of Works issued under this MUA are subject to examination by the Council and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years following issuance of each Statement of Work, at the expense of the auditing entity. NSP shall permit this examination and audit at any time during regular business hours. The Council will provide no fewer than 10 business days prior written notice to NSP for examination by the Council.

To be clear, NSP's books, records, documents, and accounting procedures and practices are already subject to extensive examination and review by the Minnesota

Public Utilities Commission, and nothing in this MUA requires NSP to modify or alter its accounting practices or procedures, nor to alter the way how it keeps its books, records, and documents. Under any such audit, there should not be any financial adjustments based on how NSP keeps its books, records or documents, nor based on any requested changes in NSP's accounting practices or procedures. Any financial adjustments resulting from any audit by the Council shall be paid in full within thirty (30) days of the conclusion of the audit, or in the alternative can be addressed under the Dispute Resolution provisions of this MUA.

C. *Contractor Provisions:* If NSP hires any new contracting companies, not previously retained by NSP for any other work, to perform any part of the Utility Work, NSP agrees that any new contract for such services shall include, to the fullest extent allowed by law, all of the following provisions with respect to any Statement of Work.

1. The contractor must defend, indemnify, and save harmless the Council from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the Utility Work, including acts or omissions by any of its employees, contractors, or anyone for whose acts any of them may be liable.
2. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the Utility Work and naming the Council, Railroads, the Federal Transit Administration (FTA), the Counties Transit Improvement Board (and any successor entity or entities to the Board) and other funding partners as requested by the Council, as additional insureds (utilizing ISO CG 20 26 04 13 and ISO CG 20 37 04 13 or their equivalent), and shall provide to NSP prior to commencement of the Utility Work a certificate of insurance evidencing such insurance coverage.
3. The contractor must be an independent contractor for the purposes of completing the Utility Work.
4. The contractor must acknowledge that the contract between NSP and the contractor does not create any contractual relationship between the Council or its funding partners identified in Section XIV.D(2) and the contractor.
5. NSP shall not make awards to contractors who have been or are suspended or debarred by the State of Minnesota or the United States federal government.

These requirements are in addition to other requirements for such contracts set forth in this MUA.

#### **XV. Voluntary Compliance with Certain State Statutes**

For purposes of the MUA, NSP will voluntarily comply with certain state statutes as described below, and that such voluntary compliance shall apply to this MUA and will remain in place during the term of this MUA.

- A. The Parties acknowledge that NSP's obligation under Section XIV is due to the extensive scope of the Project, the expectation that the Statement(s) of Work subject to this MUA may exceed \$3 million per Section VIII.A, and that a portion of the funds are anticipated to be received from the Federal Transit Administration.
- B. NSP certifies it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36, including Minn. R. 5000.3400 – 5000.3600, or, if appropriate, has certified that it is in compliance with federal affirmative action requirements. The consequences for NSP's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner of Human Rights, refusal by the Commissioner of Human Rights to approve subsequent plans, and termination of all or part of this MUA by the Commissioner of Human Rights or the Council. NSP agrees it will comply with the Rules and relevant final and non-appealable orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act applicable to the certificate of compliance it has received, but this provision does not bar NSP from appealing any such order(s).
- C. NSP certifies it has applied for or received an Equal Pay Certificate from the Minnesota Department of Human Rights pursuant to Minn. Stat. § 363A.44. If an Equal Pay Certificate is not in place or not in compliance this statute, the Council may cancel this MUA upon notice to NSP.
- D. NSP has a corporate policy regarding an Alcohol and Drug Free Workplace which prohibits NSP, its contractors, or their agents or employees from possession or use of intoxicating liquors or illegal drugs and will be abided by and enforced whenever any type of work under this MUA is being performed for the Council.

**XVI. Buy America Requirements**

A. To the extent applicable to the Utility Work, NSP agrees to comply with the requirements of Buy America. The Council will specify in each Statement of Work whether Buy America is applicable to that Statement of Work. When Buy America is applicable NSP will complete the Council's Buy America Certification form which will be attached to the Statement of Work, and will be in the form of Exhibit C to this MUA.

B. The Parties agree that the following assumptions and conditions govern the applicability of, NSP's compliance with and NSP's certification of compliance with Buy America requirements, with respect to the Project:

1. Buy America compliance and certification will not be required if FTA funding for the Project is lost or is not obtained.
2. The Council will be responsible for requesting any waivers from the FTA based on public interest, non-availability (including insufficient quality) or price differential.
3. Buy America compliance and certification does not apply to NSP's property or any products already owned by NSP but applies only to new equipment procured specifically for the Project. This relates to future purchases of components for the Project. For example, a product or equipment already owned by NSP or already in its stock at the time of fulfilling a Work Order is not subject to Buy America compliance or certification.
4. All of the types of subcomponents identified by the FTA (including but not limited to those identified in the FTA's April 30, 2014 letter to Southern California Edison), and subcomponents identified by the Council will not be subject to Buy America compliance or certification.

**XVII. General Terms**

A. *Applicable Law:* This MUA shall be interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of or relating to this MUA (including Statement of Works) or breach thereof, shall be in the state or federal court with competent jurisdiction in Hennepin County, Minnesota.

- B. *Non-Waiver*: The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this MUA shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.
  
- C. *Amendments*: The terms of this MUA may be changed only by mutual signed agreement of the Parties and such amendment or signed agreement shall not be effective until authorized by written order issued by the Minnesota Public Utilities Commission.
  
- D. *Assignment Prohibited*: Neither Party shall assign their obligations under this MUA without receiving the express written consent of the other Party.
  
- E. *Data Practices*: Each Party must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), as it applies to any data received, collected, stored, or disseminated by a Party for the work performed under this MUA. However, nothing prevents the public filing of this MUA with the Minnesota Public Utilities Commission. Each Party shall be responsible for specifically identifying any information or data in the MUA or Statements of Work that it believes to be non-public data, trade secret/s, security information, or sensitive security information.

If a Party receives a data practices request for information about or data from this MUA or any Statement of Work issued under it (the “Receiving Party”), the Receiving Party shall promptly notify the other Party (the “Notified Party”) in writing or email that a data practices request concerning this MUA and/or a Statement of Work/s has been received by the Receiving Party and identify what information or documents it would intend to produce in response to such a request. Upon receipt of notice from the Receiving Party that it has received a data request, the Notified Party shall have ten working days within which to notify the Receiving Party why the Notified Party does not believe what information or documents can be released pursuant to the Minnesota Government Data Practices Act or other applicable law. The Receiving Party shall be responsible for determining whether the requested data are public or otherwise classified and shall notify the Notified Party in writing or email of its decision, which notification shall be given at least three working days prior to release of the information or data to the requesting third party (if applicable). If the Notified

Party disagrees with the Receiving Party's determination, the Notified Party may seek a protective order via a court of competent jurisdiction.

Nothing in this section shall prohibit the disclosure of information as required by law or legal process, to a court of competent jurisdiction or any agency or governmental body from the state or federal government with appropriate authority to request such information. If either Party is or could be legally compelled to make disclosure of information, the Receiving Party will notify the Notified Party prior to making such disclosure (unless prohibited by applicable laws) in order to permit the Notified Party to take steps to limit the effects of such disclosure. To be clear, any request for such information or documents issued to NSP from the Minnesota Public Utilities Commission, the Minnesota Department of Commerce, or Office of the Attorney General may be responded to by NSP in full, and if either Party believes that some portion of the response is non-public such information or document will be so marked consistent with the Minnesota Government Data Practices Act.

- F. *Complete Agreement:* This MUA, including exhibits and Statement of Works issued pursuant to this MUA, constitute the complete and exclusive statement of the terms and conditions of this MUA between the Parties. This MUA supersedes all prior representations, understandings, and communications.
- G. *Legal Compliance:* The Parties shall comply with all applicable local, state or federal laws or regulations. The term "local" does not refer to the Council. The Parties agree that the most recent version of these shall govern at any given time. Each Party shall exert its best efforts to give all notices required by law and to avoid violations of the law in connection with this MUA. Each Party shall monitor its agents, contractors, and employees for the purposes of ensuring compliance with all applicable laws. If any change in circumstances or law will affect a Party's performance under this MUA or a Statement of Work issued under this MUA, that Party shall notify the other Party of the change in circumstances or law at the earliest reasonable opportunity, and the Parties will negotiate in good faith to modify the affected Statement of Work(s) to take into account the changed circumstance or law.
- H. *Dispute Resolution:* In the event of any dispute, claim, or controversy arising out of or relating to this MUA, any Statement of Work, or any Utility Work, the complaining Party shall provide written notice of dispute to the other Party. The



dispute notice shall describe the facts surrounding the dispute in sufficient detail to apprise the other Party of the nature of the complaint.

NSP and the Council shall attempt to settle all disputes. To this effect, NSP and the Council shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both NSP and the Council. Such meeting shall take place within 7 Calendar Days following delivery of a dispute notice. If that meeting does not resolve the dispute, NSP and the Council shall have executive level leadership from both Parties meet and attempt to resolve the dispute.

If NSP and the Council fail to resolve a dispute in accordance with this section, either Party may proceed to a Minnesota court of competent jurisdiction and may pursue any remedies available to it at law or in equity.

**IN WITNESS WHEREOF**, the Parties have caused this MUA to be executed by their duly authorized representatives on the dates indicated below.

**Northern States Power Company, a Minnesota corporation**

**Metropolitan Council**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibits**

- Exhibit A: MUA Definitions
- Exhibit B: Statement of Work
- Exhibit C: Form of Buy America Certification
- Exhibit D: Form of Council-Issued Permit

## EXHIBIT A

### MUA Definitions

The following definitions apply to terms used in the MUA.

<b>Applicable Laws:</b>	All applicable federal and state laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any governmental person having jurisdiction over the Project, the practices involved in the Project, or any work or Utility Work NSP performs.
<b>Betterment:</b>	Any upgrade of a Utility Facility (e.g., increase in capacity) that is not attributable to the Project construction, and that NSP elects to perform for its sole benefit. Such an upgrade does not include a technological improvement if its cost is equal to or less than the cost of a “like for like” replacement or relocation. Using new materials in order to comply with current standards when performing Utility Work is not considered a betterment.
<b>Buy America:</b>	49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.
<b>Calendar Day(s):</b>	Every day shown on the calendar, beginning and ending at midnight.
<b>Council Authorized Representative (CAR):</b>	An authorized individual who is responsible for administrative supervision of the Utility Work for the Project.
<b>Dispute:</b>	A disagreement between NSP and Council that arises under the MUA or Statement of Work.
<b>Facilities/Facility:</b>	A privately, publicly, or cooperatively owned line, system, and or other utility item that produces, transmits, or distributes communications, power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately-owned irrigation system. Any necessary appurtenances to each facility are considered part of it.
<b>Force Majeure Event:</b>	An event that is beyond a Party’s control, that due diligence and use of reasonable efforts could not have avoided or prevented, that materially and adversely affects a Party’s ability to meet its obligations under this MUA. It does not include events due to the acts or omissions of the Party claiming the Force Majeure Event. This term does not include normal weather.
<b>Master Utility Agreement:</b>	An agreement among the Council and NSP that provides a general framework for addressing utility relocations associated with the Project.
<b>Project:</b>	The activities regarding the development of an approximately 14.4 mile proposed light rail transit extension of the Green Line LRT Project which will operate from Downtown Minneapolis through the cities of St. Louis Park, Hopkins, Minnetonka, and Eden Prairie (the “Project”).
<b>Project Contractor:</b>	Any contractor or supplier who performs work or supplies materials for the Southwest LRT Project, including subcontractors regardless of tier, as well as other agents of the Council and all employees of the Council.
<b>Project Work:</b>	Any work by a Project Contractor necessitated by the Southwest LRT Project.

- NSP:** Northern States Power Company, a Minnesota corporation, which is the owner or operator of Facilities/Facility.
- Statement of Work:** An ordering agreement that authorizes specific Utility Work and provides information and terms for that relocation. The Council and NSP must enter into and execute a Statement of Work pursuant to a MUA and Exhibit B.
- Utility Work:** All work associated with utility relocations required by a MUA and/or a Statement of Work issued under it. NSP or its contractor may perform this work.
- Working Day(s):** Any Calendar Day, excluding Saturdays, Sundays, and holidays.

## **EXHIBIT B**

**Statement of Work for a Master Utility Agreement (MUA) is set forth on the following pages.**

**STATEMENT OF WORK REQUESTED FOR SOUTHWEST LIGHT RAIL TRANSIT LINE PROJECT  
BY METROPOLITAN COUNCIL**

This Statement of Work is subject to the terms and conditions and is only for use in conjunction with Master Utility Agreement (MUA) dated \_\_\_\_\_ between Metropolitan Council and Northern States Power Company as approved by written order of the Minnesota Public Utilities Commission

**DATE:** \_\_\_\_\_  
**WORK REQUESTED BY:** Metropolitan Council "Metropolitan Council"  
**WORK LOCATION:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**CONSISTING OF:**

The following shall constitute the "Work" to be performed by Northern States Power Company ("Company"):

**[Describe work, e.g. relocation of electric distribution facilities  
with anticipated start date and expected duration]**

Metropolitan Council agrees to pay Company for Company's cost of the Work, subject to the Metropolitan Council's right of cost review in accordance with the terms of the MUA and this Statement of Work ("Statement"). The cost for the Work is \$ \_\_\_\_\_ ("Cost"). The Cost is comprised of the following major components:

Component	Cost

**[Describe the various components comprising the Work and  
the cost of each component including loadings]**

**Total: \$** \_\_\_\_\_

**Anticipated completion date of the work in this Statement of Work:** \_\_\_\_\_

The undersigned hereby requests and authorizes Company to perform the Work. In consideration thereof the Metropolitan Council agrees to pay Company an initial payment of (\$ \_\_\_\_\_) which is fifty (50) percent of the Cost ("Deposit") after this Statement of Work has been signed by both the Metropolitan Council and Company and an invoice is submitted by the Company to the Council. The Council will pay the invoice within thirty-five (35) days of receipt. Failure to timely pay the invoice for the Deposit shall automatically cancel this Statement of Work, without further notice. The Company Work will commence upon timely receipt by the Company of the required deposit.

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Company's commercially reasonable efforts to complete the Work within the Cost under Company's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Company shall be the property of Company and shall be subject to the provisions of the MUA. Metropolitan Council's and Company's rights and obligations with respect to the facilities and services provided through the facilities are

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subject to the terms of this Statement of Work and the Master Utility Agreement approved by the Minnesota Public Utilities Commission. If, and to the extent that, any of the relocated facilities are used to provide electrical service to the Metropolitan Council, then the additional terms and conditions provided in the Company Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission shall also apply.

In advance of the Work, Metropolitan Council agrees to inform Company of any Metropolitan Council-related or other projects that may affect the Work. Metropolitan Council acknowledges that change orders that result from requests of Metropolitan Council with respect to the performance of the Work or the scope of the Work may increase Company's actual cost of the Work. During the Work, Company agrees to provide the Metropolitan Council notice of any proposed change orders increasing the cost of the Work. Upon request by Metropolitan Council, Company shall provide Metropolitan Council the opportunity to review more detailed documentation of the Work performed and related costs.

The Metropolitan Council certifies to Company that the requirements of Buy America, 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661: \_\_\_\_DO \_\_\_\_ DO NOT [check applicable certification] apply to the Work under this Statement of Work.

Upon receipt of the invoice for the cost balance, the Metropolitan Council shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Company and Metropolitan Council shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith.

**Northern States Power Company, a Minnesota corporation ("Company")**

**Metropolitan Council**

\_\_\_\_\_  
**Print Full Name and Title**

\_\_\_\_\_  
**Print Full Name and Title (if applicable)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature of Authorized Representative**

**Address:**

**Address:**

**Phone:**

**Phone:**

**E-mail:**

**E-mail:**

Company Work Order # \_\_\_\_\_

Total cost \$ \_\_\_\_\_

**EXHIBIT C**  
**FORM OF BUY AMERICA CERTIFICATION**

**BUY AMERICA CERTIFICATION**

Company Name: \_\_\_\_\_

Contract Number: 16M148      Project Number: 61001

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*Certificate of Compliance with 49 U.S.C. § 5323(j)(1)*

The Utility Owner hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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*Certificate of Non-Compliance with 49 U.S.C. §5323(j)(1)*

The Utility Owner hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. § 5323(j)(2)(B) or 49 U.S.C. § 5323(j)(2)(D) and the regulations in 49 C.F.R. Part 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_



**EXHIBIT D**

**FORM OF COUNCIL-ISSUED PERMIT is set forth on the following pages.**

## APPLICATION FOR UTILITY PERMIT OVERVIEW

### Metropolitan Council:

State statute 473.129 (Sub. 7) Powers of Metropolitan Council

The council may acquire, own, hold, use, improve, operate, maintain, lease, exchange, transfer, sell, or otherwise dispose of personal or real property, franchises, easements, or property rights or interests of any kind.

### Uses:

Permit applications must be made in writing to the Engineering and Facilities Office (E&F), and will be addressed using the following guidelines:

1. All uses of Metropolitan Council property must be documented with a permit or permit with a written agreement.
2. Permits for temporary uses or uses that will not negatively impact the present or future use of the property may be issued at the discretion of E&F staff.
3. Existing Encroachments: in most cases, the encroachments for parking, buildings, storage, or other uses have resulted in formal leases for the property, recorded easements, or consent to encroach. The E&F staff is knowledgeable about the property limits and existing encroachments at time of property acquisition.
  - a. When/if assumed and existing uses come up for renewal, the renewal will be done through either a permit or lease.
4. New permitted uses: Potential permittees generally initiate these permits. All new permits are temporary in nature and may be discontinued at such time as Metro Transit or E&F deems necessary or at such time as the property use or configuration changes.

### Permits:

Permits will be issued for non-exclusive uses such as minor utility installations, underground or above-ground crossings for utilities and communications conduits.

Permits may be for varying duration depending on the use. Permits shall be for non-exclusive rights and shall not unduly restrict or interfere with other approved uses on Metropolitan Council property. All Metro Transit permits will be terminable upon notice, or, in the case of utility and communication permits, require relocation, at the permittee's expense, of any equipment or improvements that may conflict with future Metro Transit needs.

### Application Fee:

\$1,000 fee payable to Metro Transit by certified check.

**Payment:**

The application fee is meant to recover administrative costs or time spent by E&F staff developing and processing utility permits. This fee covers the average costs associated with the review of the application and the preparation of the agreement, not any original costs associated with the permit or agreement itself. As such, the fee is non-refundable regardless of whether or not the request is approved. Additional fees may be assessed depending on impacts or disruptions to Metro Transit provided services.

**Time line:**

E&F staff normally requires a minimum of sixty (60) days to process a permit application. If approved, a fully executed Permit Agreement must be in place prior to any encroachment or construction activity to the existing right-of-way or Metropolitan Council property. All rights-of-way granted to third parties on Council-owned land or easements shall contain relocation, indemnity, and damage provisions in favor of Metro Transit along with other conditions deemed necessary by Metro Transit.

Certificate Holder:

Metropolitan Council

390 Robert St. N

St. Paul, MN 55101



**METRO TRANSIT ENGINEERING AND FACILITIES OFFICE**

560 Sixth Avenue North  
 Minneapolis, MN 55411-4398  
 Phone: (612) 349-7652

**APPLICATION FOR UTILITY PERMIT**

Permit No.	Attachment A
LRT/Corridor	Page 32 of 32
Road/Street	_____
Application Fee	_____
Annual Fee	_____

<b>Name of Applicant</b> _____ _____ Contractor: _____	<b>Contact Address</b> _____ City _____ State/Zip _____	<b>Phone</b> _____ <b>Fax</b> _____ <b>E-mail</b> _____
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**Date and Location**

Proposed Start Date: \_\_\_\_\_ City/Township: \_\_\_\_\_ Permanent

Proposed End Date: \_\_\_\_\_ County \_\_\_\_\_ Temporary

Describe Purpose, Location and Project Limits. Include a Drawing and/or Map/General area map.

**Type of Work (Check all that Apply)**

<input type="checkbox"/> Install New Underground Utilities	<input type="checkbox"/> Install Culvert, Sign or Monument	<input type="checkbox"/> Concrete (Roadway/Sidewalk)
<input type="checkbox"/> Install New Overhead Utilities	<input type="checkbox"/> Install Trail	<input type="checkbox"/> Grading/Excavation/Boring
<input type="checkbox"/> Install New Ground-Level Utilities	<input type="checkbox"/> Place Temporary Structure or Container	<input type="checkbox"/> Tree/Brush Removal
<input type="checkbox"/> Maintenance (No New Installation)	<input type="checkbox"/> Install New Landscaping	<input type="checkbox"/> Other (Describe Below)

**Utility Information (If applicable)**

<b>Utility Type:</b> <input type="checkbox"/> Electrical <input type="checkbox"/> Telephone <input type="checkbox"/> Cable TV <input type="checkbox"/> Fiber Optic <input type="checkbox"/> Natural Gas <input type="checkbox"/> Water or Sewer	<b>For Underground Utilities:</b> Size: _____ Pipe/Conduit Type: _____ Casing Type: _____ Depth: _____ Voltage: _____ Pressure: _____	<b>For Overhead Utilities:</b> Installing New Poles? <input type="checkbox"/> Yes <input type="checkbox"/> No Minimum Height of Conductor from ground: _____ Minimum Height of Conductor over rail: _____ Line Voltage: _____ Other: _____
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Applicant must comply with the insurance policy requirements cited in the Master Utility Agreement (MUA) between Applicant and the Metropolitan Council dated \_\_\_\_\_, 2017.

**APPLICANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FOR OFFICE USE ONLY**

In accordance with this application, a Utility Permit is granted to the applicant to place, construct, and maintain said utility on or across the property of the Metropolitan Council in the location shown on the drawing which is a part of this application, or in a location or manner specified in the attached Special Provisions. A copy of this Permit must be available at the work site at all times.

**Performance Bond, Cashier's Check, or Certified Check No.** \_\_\_\_\_ **Amount** \_\_\_\_\_

No interest shall be earned or paid on this deposit.

**SPECIAL PROVISIONS** \_\_\_\_\_

**APPROVED** \_\_\_\_\_ **Date** \_\_\_\_\_  **If Checked, Track Permit Required.**

Metro Transit Engineering and Facilities Office

## CERTIFICATE OF SERVICE

I, Jim Erickson, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

### MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 4<sup>th</sup> day of December 2017

/s/

---

Jim Erickson

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Aafedt	daafedt@winthrop.com	Winthrop & Weinstine, P.A.	Suite 3500, 225 South Sixth Street  Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd  Eagan, MN 55121	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ryan	Barlow	Ryan.Barlow@ag.state.mn.us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.com	Stinson Leonard Street LLP	50 S 6th St Ste 2600  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
William A.	Blazar	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street North St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James	Canaday	james.canaday@ag.state.mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Jeanne	Cochran	Jeanne.Cochran@state.mn.us	Office of Administrative Hearings	P.O. Box 64620  St. Paul, MN 55164-0620	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd.  St. Louis, MO 63119-2044	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800  St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Corey	Conover	corey.conover@minneapolismn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7  Minneapolis, MN 554011993	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Joseph	Dammel	joseph.dammel@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ian	Dobson	Residential.Utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	1313 5th St SE #303  Minneapolis, MN 55414	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280  Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St  Saint Paul, MN 55102-2617	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Janet	Gonzalez	Janet.gonzalez@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kimberly	Hellwig	kimberly.hellwig@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue  St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Jazynka	jjazynka@energyfreedomcoalition.com	Energy Freedom Coalition of America	101 Constitution Ave NW Ste 525 East  Washington, DC 20001	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street  St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sarah	Johnson Phillips	siphillips@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South  Burnsville, MN 55337	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln  St Anthony Village, MN 55418-3238	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Peder	Larson	plarson@larkinhoffman.com	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric



First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W  Farmington, MN 55024	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Peter	Madsen	peter.madsen@ag.state.mn.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kavita	Maini	kmains@wi.rr.com	KM Energy Consulting LLC	961 N Lost Woods Rd  Oconomowoc, WI 53066	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E  St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Joseph	Meyer	joseph.meyer@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022093	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Carol A.	Overland	overland@legalelectric.org	Legalelectric - Overland Law Office	1110 West Avenue  Red Wing, MN 55066	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Jeff	Oxley	jeff.oxley@state.mn.us	Office of Administrative Hearings	600 North Robert Street  St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy	26 E Exchange St, Ste 206  St. Paul, MN 551011667	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750  St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Inga	Schuchard	ischuchard@larkinhoffman.com	Larkin Hoffman	8300 Norman Center Drive Suite 1000 Minneapolis, MN 55437	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Zeviel	Simpser	zsimpser@briggs.com	Briggs and Morgan PA	2200 IDS Center80 South Eighth Street  Minneapolis, MN 554022157	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Byron E.	Starns	byron.starns@stinson.com	Stinson Leonard Street LLP	50 S 6th St Ste 2600  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James M.	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Lisa	Veith	lisa.veith@ci.stpaul.mn.us	City of St. Paul	400 City Hall and Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Joseph	Windler	jwindler@winthrop.com	Winthrop & Weinstine	225 South Sixth Street, Suite 3500  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Cam	Winton	cwinton@mnychamber.com	Minnesota Chamber of Commerce	400 Robert Street North Suite 1500 St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Patrick	Zomer	Patrick.Zomer@lawmoss.com	Moss & Barnett a Professional Association	150 S. 5th Street, #1200  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric